



GOVERNMENT OF INDIA

Chandigarh Administration Gazette

Published by Authority

NO. 179] CHANDIGARH, WEDNESDAY, DECEMBER 18, 2024 (AGRAHAYANA 27, 1946 SAKA)

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 12th December, 2024

No. 479634-HII(2)-2024/18677.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **117/2021** dated **09.10.2024** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

LAKHPATI BAIRWAN S/O SH. BALLABH BAIWAN, R/O HOUSE NO.858, VILLAGE HALLOMAJRA, UNION TERRITORY CHANDIGARH. (Workman)

AND

M/S NOVA ENGINEERING TECHNOLOGIES, M/S NOVA SECURITY TECHNICS PRIVATE LIMITED, NOVACOM FIRE AND SECURITY TECHNICS PRIVATE LIMITED, 78, INDUSTRIAL AREA, PHASE - 2, UNION TERRITORY CHANDIGARH THROUGH ITS MANAGING DIRECTOR/PROPRIETOR/PARTNER MANAGER. (Management)

AWARD

1. Lakhpatti Bairwan, workman has presented industrial dispute under Section 2A(2) of the Industrial Disputes Act, 1947 (*here-in-after in short called 'ID Act'*).

2. Briefly stated the averments of claim statement are that the present statement of claim on behalf of workman is being filed, when the employer / management failed to take notice of the Demand Notice dated 24.05.2021, under Section 2A of the ID Act. The conciliation proceedings before the Assistant Labour Commissioner, UT Chandigarh, were fixed on various dates and on 19.10.2021 the proceedings were closed. The conciliation proceedings before the Assistant Labour Commissioner-cum-Conciliation Officer, UT Chandigarh also failed and the certificate vide Memo No.2380 dated 26-10-2021 was issued. The cause of action to raise the present statement of claim arose when the conciliation proceedings on the demand notice dated 24.05.2021 before the Assistant Labour Commissioner-cum-Conciliation Officer, UT Chandigarh failed.

Signature Not Verified

Digitally Signed by
Jalinder Kumar
Date: 18/12/2024
15:20:29 IST
Reason: Published
Location:

3. It is further averred that the workman joined the services of employer / management w.e.f. 30.12.1999 and remained on the rolls of management continuously without any break or interruption in the services till 15.03.2021. On 16.03.2021 the management's official / Manager Sh. Manjiv Thakur did not

(2549)

*This is Digitally Signed Gazette. To verify, visit :
<https://egazette.chd.gov.in>*

allow him to join his duties and asked him to submit the resignation from the services of the firm M/s Nova Engineering Technologies. At the time of his appointment, the workman was neither issued appointment letter. The workman was not issued the salary slip, attendance card and identity card. The workman was covered under Provident Fund and ESI Schemes from the year 2012. The workman was working as Senior Technician and at the time of his retrenchment, he was drawing wages at the rate of ₹ 15,000/- (Rupees Fifteen Thousand) per month. The workman used to perform his duties for more than 12 hours daily. As Senior Technician, his job was to fix CCTV cameras, fixing of fire smoke detectors and many other types of security equipments in Northern Indian states such as Jammu & Kashmir, Himachal Pardesh, Punjab, Chandigarh, Haryana, Delhi, Uttar Pardesh and Uttrakhand. The workman performed his duties up to the entire satisfaction of employer / management and its customers and he was never issued any show cause notice, warning, charge sheet or any other memo to question his work & conduct throughout his service period. At present the employer had employed 35 regular workers in M/s Nova Engineering Technologies and they are working for the last many years. All are Technicians are involved in fixing the security equipments. Except M/s Nova Engineering Technologies, the employer is running two more different firms in the name and style of (i) M/s Nova Security Technics (P) Ltd. and (ii) M/s Novacom Fire and Security Technics (P) Ltd. at plot No. 78, Industrial Area Phase-2, Union Territory, Chandigarh. The management / owners of all the three firms are same, office is same and the accounts of all the firms are maintained in 78, Industrial Area Phase-2, U.T., Chandigarh, the Office of M/s Nova Engineering Technologies. In the beginning of the year 2021 the management had employed more than 35 workers. The management is involved in the sale and fixing of various types Security equipments. The real owner of all these different firms is Sh. Manish Gupta. He sits in the Office firms in 78, Industrial Area Phase-2, Union Territory, Chandigarh. When the Manager of M/s Nova Engineering Technologies joined the services, the workman was working as Senior Technician and was well experienced & efficient in handling the jobs. The workman was also commanding good reputation among the top management. As such the Manager Sh. Manjiv Thakur became jealous against the workman and started using filthy & abusive language for the workman. He also started marking workman absent from duties and deducting wages. The Manager Sh. Manjiv Thakur started assigning two workers duty to workman to harass the workman. The workman was not paid over-time, which the workman was demanding from the employer / management. The employer / management from the year 2012 used to pay earned wages through transfer in the Bank Account to the tune of ₹ 9,000/- per month and rest ₹ 6,000/- per month were being paid in cash. The workman was thrown out of the services of employer / management w.e.f. 16.03.2021 and he was not paid earned wages for 15 days, for which the workman approached the Labour Inspector of the Circle and on the directions of the Circle Labour Inspector, the earned wages for 15 days of March were transferred into his account on 19.05.2021. The termination/ retrenchment of the workman is illegal, unjustified, against the principles of natural justice, highly arbitrary and patently malafide on the following grounds :-

- (i) The workman actually worked continuously for 21 years 02 month and 15 days and at the time of his verbal termination, he was neither served notice of termination / retrenchment nor paid notice pay and retrenchment compensation for his retrenchment. As such, the retrenchment is in violation of Section of Section 25F of the ID Act.
- (ii) The termination / retrenchment of the workman is not termination simplicitor but the termination by way of punishment as the Manager Sh. Manjiv Thakur was jealous and prejudiced against the workman and the Manager wanted to appoint his near and dear one at the post of the workman by terminating his services.
- (iii) No show-cause notice was issued, no charge sheet was issued, no charges were framed against the workman, no enquiry was held and no opportunity was given to the workman to defend himself before the verbal termination orders.
- (iv) The juniors were retained in the services and the services of the workman were terminated / retrenched in violation of Section 25G of the ID Act.

The workman is entitled for re-instatement along with continuity of services, full back wages and along with all other service benefits applicable from time to time. Prayer is made that the verbal order dated 16.03.2021 may be set aside and the workman may be reinstated with continuity of services, full back wages and along with all other service benefits applicable from time to time in the interest of justice.

4. On notice, the management appeared through its authorized representative Shri Devanshu Aggarwal and contested the claim of the workman by filing written statement on 09.01.2023, wherein preliminary objections are raised on the ground that the application (*here-in-after 'claim statement'*) is not maintainable in the present form and is liable to be dismissed on this ground alone. The applicant (*here-in-after 'workman'*) has concealed the true facts from this Hon'ble Court. The claim made by the workman is totally baseless, false and frivolous. The present reference is not deemed to be instituted till date as the claim statement has not been filed in conformity with the provisions of ID Act and The Payment of Gratuity Act. The claim statement is liable to be dismissed on the ground of lack of jurisdiction as no cause of action had ever been arisen in favour of the workman, as such, this Tribunal has no jurisdiction to try the present application. The workman had admittedly absented himself from his duty without any prior notice / information to the management and / or any authorisation for absence from the duties and the workman has now appeared from the blues asking for gratuity, retrenchment compensation, leave encashment, notice pay and earned wages as if there is no rule of law and code of conduct, once a person is employed. The workman had absented from the services for several months prior thereto without even citing any reasons or without any intimation to any person of the firm. However, the respondent (*here-in-after 'management'*) had ignored the said misconduct of the workman and again reinstated in service time and again. Again, the workman himself abandoned the services and had never turned thereafter. The workman has concealed the fact that he had already taken huge advances from other workmen and he is liable to refund the same and he had taken huge amount from the management on the pretext of family needs. Further, considering the old association of the workman with the management, management had always ignored his irregularity and misconduct towards his work. Thus, the reference of the workman deserves to be dismissed outrightly, the workman not being entitled to any such relief at all. The workman has willingly abandoned the job and is not entitled to any relief whatsoever, under the present reference and / or demand notice, rather the workman is liable to be saddled with penalties for causing loss to the management. The present complaint (*here-in-after 'claim statement'*) also lacks true & material information about the present case, and has not been duly substantiated by adequate documents. The workman has approached this Tribunal as well as Conciliator with the malafide intention and to extract huge amount from the management unlawfully. The management had never retrenched the workman as alleged. Moreover, not even a single allegation has been levied upon the management of the respondent-firm. The present reference is liable to be dismissed on the ground of mis-joinder of parties. The workman has cited names of four companies out of which three have no relation with the workman as he was not under the employment of the said companies.

5. On merits, it is stated that it was the workman who was adamant with his false claims. The management despite his past bad conduct, had offered to join the services again but the workman had demanded removal of other employee with whom he has allegedly having some personal conflicts, which the management had flatly refused to do the same. The workman has no cause of action. It is stated people like that of workman are using this platform to extort money from their employers by falsely levelling allegations. The workman joined the services in the management company w.e.f. 30.12.1999 and remained on rolls continuously without any break up till 15.03.2021. The workman had joined with the said company on 01.05.2013 and had thereafter voluntarily remained absent from the services in the year 2019 without seeking permission from the management or even without due intimation. Thereafter, the workman had started working in some other company in Mohali. Further, on 01.11.2019, the workman had visited the office of management and requested for reinstatement on the job and had undertook not to leave the company without due intimation and permission from the owner. On 22.03.2020 National Lockdown was imposed due COVID-19 which lasted up till 16.05.2020. Thereafter, all the workmen started returning to job in 15-20 days from opening of lockdown. The management had contacted the workman through telephonic calls and had asked him to join the services but the workman kept on delaying the joining for the reasons best known to him. The

management had even apprised him that due to non-joining of workman, the management is suffering losses as huge amount is pending towards the clients of the management. The management had waited up till October, 2020, but the workman did not turn-up for joining his services. Again, in the month of January, 2021, the workman visited the office of the management and requested the owners to allow him to join the services. The workman had again undertaken that he shall behave properly and shall not remain absent from the job without due permission and intimation to the management. Trusting the words and assurances given by the workman, the owners had again permitted the workman to join the company. After re-joining the management for the 3rd time, the workman started behaving improperly and had short temperament with fellow workmen and even started using abusive language. To the utter surprise of the management, the workman again abandoned the job and remained absent w.e.f 15.03.2021 without any permission or due intimation to the management. The workman has concocted a false story with regard to allegation levelled against Manager of the company. The management is registered with EPF and ESIC and is maintaining attendance register. The management had always maintained wages register and attendance register, as per the norms laid down by the governing authorities. The workman was paid wages over & above the minimum wages as being fixed by the Labour Department, Chandigarh. The workman had voluntary abstained from the services without even intimating the management. The management had even tried to trace whereabouts of the workman through other labourers, but all in vain. The workman was working as a Technician and not as a Senior Technician. The workman has no relation as how many companies does Shri Manish Gupta owns and thus has no relation with the present claim statement. The management has no relation with the personal grudges with his fellow workmen, however it is stated that the management used to get complaints against the workman that he used abusive language with other workmen and even used to harass other people for which even a police complaint was also filed against him. No over-time duty was ever performed by the workman as alleged. The workman was habitual defaulter and used to remain absent from his duties without any prior approval or sanction. Further, the workman used to misbehave with other workers employed with the management. Further similar stand is taken as taken in the preliminary objection. Rest of the averments of the claim statement are denied as wrong and it is prayed that the claim may be dismissed.

6. The workman filed replication, wherein the contents of written statement, except admitted facts, are denied as wrong and the averments of the statement of claim are reiterated.

7. From the pleadings of the parties, following issues were framed vide order dated 06.03.2023 :-

1. Whether the termination of the workman is illegal ? OPW
2. If issue No.1 is proved in affirmative, whether the workman is entitled to be reinstated with continuity of service, full back wages and all other consequential benefits, as prayed for ? OPW
3. Whether the applicant has no cause of action ? OPM
4. Whether the application is bad for mis-joinder of parties ? OPM
5. Whether the application is not maintainable in the present form ? OPM
6. Relief.

8. In evidence, the workman Lakhpati Bairwan examined himself as AW1 and tendered into evidence his affidavit Exhibit 'AW1/A' along with documents Exhibit 'AW1/1' to Exhibit 'AW1/13' and Mark 'A'. (original of Exhibit 'AW1/3' to Exhibit 'AW1/6', Exhibit 'AW1/8', Exhibit 'AW1/10' to Exhibit 'AW1/13' shown and returned).

Exhibit 'AW1/1' is office copy of demand notice dated 24.05.2021.

Exhibit 'AW1/2' failure report bearing Memo No.2380 dated 26.10.2021 issued by Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh.

Exhibit 'AW1/3' is photocopy of aadhaar card of Lakhpati Bairwan.

Exhibit 'AW1/4' is photocopy of identity card of Lakhpati Bairwan issued by the Nova Engineering Technologies (NET) incorporating his designation as Service Executive.

Exhibit 'AW1/5' is photocopy of identity card of Lakhpati Bairwan issued by Novacom Fire & Security Technics (P) Ltd. incorporating his designation as Sr. Technician.

Exhibit 'AW1/6' is copy of pay roll slip of Lakhpati Bairwan for November 2013 issued by Novacom Fire & Security Technics (P) Ltd.

Exhibit 'AW1/7' is photocopy of certificate dated 01.02.2012 relating to Lakhpati Bairwan issued by Novacom Security Technics Pvt. Ltd.

Exhibit 'AW1/8' is photocopy of identity card of Lakhpati Bairwan issued by Novacom Security Technics Pvt. Ltd. (Novacom) incorporating his designation as Service Head.

Exhibit 'AW1/9' is original certificate dated 13.03.2008 issued by Vansh Industries.

Exhibit 'AW1/10' to Exhibit 'AW1/12' are photocopy of loan issue receipt vouchers dated 30.10.2007, 01.11.2007, 07.11.2007 issued by L/NK Gurbachan Singh, Unit-53 ENGR/REGT, received by Lakhpati Bairwan on behalf of Unit Nova Engineer Technology.

Exhibit 'AW1/13' is copy of letter dated 17 June 19 issued by Sqn Ldr Executive Director AF School Chd. relating to the permission to take fire alarm panel outside.

Mark 'A' is copy of experience certificate dated 26.06.2010 relating to Lakhpati Bairwan issued by Nova Engineering Technologies

9. On 10.04.2023 Learned Representative for the workman closed the evidence of the workman in affirmative.

10. On the other hand, in management's evidence MW1 Maneesh Gupta - Director, M/s Novacom Fire & Security Technics Pvt. Ltd., in his examination-in-chief tendered his affidavit Exhibit 'MW1/A' along with documents Exhibit 'M1' to Exhibit 'M7'. (Original of Exhibit 'M3' seen and returned)

Exhibit 'M1' is photocopy of registration certificate dated 20.08.2009 along with Memorandum of Association.

Exhibit 'M2' is photocopy of certificate dated 26.12.2012 regarding change of name of company.

Exhibit 'M3' is photocopy of letter dated 25.04.2013 issued by EPFO to Novacom Fire & Security Technics Pvt. Ltd.

Exhibit 'M4' is photocopy of e-challan-cum-return (ECR) as uploaded with EPFO for the month of May, 2013.

Exhibit 'M4/1' is certificate under Section 63 of The Bharatiya Sakshya Adhiniyam, 2023.

Exhibit 'M5' (colly.) is photocopy of EPF return of the workman for the month of August, 2017 to October, 2017, September, 2018 to November, 2018 and April, 2020.

Exhibit 'M6' (colly.) is ESIC contribution of the workman for the month of January, 2017 to April, 2020.

Exhibit 'M7' attested copy of bank account statement of the management for the period 01.01.2013 to 30.06.2021 maintained with HDFC Bank, Branch Industrial Area, Phase - I, Chandigarh.

11. Cross-examination of MW1 was deferred on request of Learned Representative for the workman for non-supply of advance copy of affidavit.

12. During the pendency of the present industrial dispute, parties amicably settled their dispute. Shri Maneesh Gupta - Director, M/s Novacom Fire & Security Technics Pvt Ltd. made statement, which was recorded separately and reproduced as below :-

"Stated that I on behalf of respondent-management effected compromise with the workman and agreed to pay amount of Rs.1,50,000/- (One Lac Fifty Thousand only) towards full and final settlement, out of which today I pay Rs.30,000/- in cash and Rs.1,20,000/- by way of Demand Draft No.023265 dated 07.10.2024 drawn on HDFC Bank in favour of the workman. Copy of Demand Draft is Mark C-1. Apart from that the workman may join the management w.e.f. 04.11.2024 as Technician on monthly wages as per the current rates of Assistant Labour Commissioner, U. T. Chandigarh. Besides, the workman may not proceed on leave without getting the same sanctioned from the respondent-management."

His statement was counter-signed by management's Representative Shri Devanshu Aggarwal.

13. On the other hand, the workman also made statement, which was recorded separately and reproduced as below :-

"Stated that I have heard the statement of Shri Maneesh Gupta, got recorded by him today in the court, which is true and correct and I agree with the same. I have received amount of Rs.1,50,000/- (One Lac Fifty Thousand only) towards full and final settlement, out of which I have received Rs.30,000/- in cash and Rs.1,20,000/- by way of Demand Draft No.023265 dated 07.10.2024 drawn on HDFC Bank in my favour. I agree to join the respondent-management on the day and monthly wages as offered by Shri Maneesh Gupta in his statement today. I also undertake not to proceed on leave without getting the same sanctioned in writing from the respondent-management. The present Industrial Dispute Reference may be disposed off being settled."

His statement was countersigned by his Representative Shri M. S. Gorski.

14. Heard. In view of the above said statements of parties, this industrial dispute is disposed off as settled by way of compromise. Both the parties shall remain bound by their respective statements. In view of the compromise, the issues have become redundant, thus stands decided accordingly. Appropriate Government be informed. File be consigned to the record room.

(Sd.) . . .

Dated : 09.10.2024.

(JAGDEEP KAUR VIRK),
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB0152

**CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT**

Notification

The 12th December, 2024

No. 13/1/9516-HII(2)-2024/18679.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **69/2018** dated **18.10.2024** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

SHRI SAJJAN DEV (LD0128) S/O SH. MOHAN LAL SHARMA, SENIOR REPORTER, R/O H.NO. 548, MAMTA ENCLAVE, DHAKOLI, ZIRAKPUR (Workman)

AND

1. M/S JAGRAN PARKASHAN LTD. THROUGH ITS CHAIRMAN/CEO, D-210-211, SECTOR 63, NOIDA, GAUTAM BUDH NAGAR, NOIDA.
2. CHAIRMAN/CEO, JAGRAN PARKASHAN LTD., D-210-2011, SECTOR 63, NOIDA, GAUTAM BUDH NAGAR, NOIDA.
3. THE CHAIRMAN/CHIEF EXECUTIVE OFFICER, JAGRAN PARKASHAN LTD., SCO NO.43-44, SECTOR 8-C, CHANDIGARH. (Managements)

AWARD

1. Vide Endorsement No.13/1/9516-HII(2)-2018/11428 Dated 27.07.2018 the Secretary Labour, Chandigarh Administration has referred the dispute to this Court / Tribunal on the claim application filed by Shri Sajjan Dev (*here-in-after referred "workman"*) to M/s Jagran Parkashan Limited through its Chairman / CEO & Others (*here-in-after referred "management"*) under Section 17(1) of the Working Journalists & Other Newspaper Employees (Condition of Service) and Miscellaneous Provisions Act, 1955 (*here-in-after in short referred "Act 1955"*) in following words :-

"Whether the arrears of revision of pay to Shri Sajjan Dev (LD0128) S/o Sh. Mohan Lal Sharma, Senior Reporter, R/o H.No. 548, Mamta Enclave, Dhakoli, Zirakpur (Workman/ Applicant) were to be paid by 1. M/s Jagran Parkashan Ltd. Through its Chairman/CEO, D-210-211, Sector 63, Noida, GautamBudh Nagar, Noida. 2. Chairman/CEO, Jagran Parkashan Ltd. D-210-2011, Sector 63, Noida, GautamBudh Nagar, Noida. 3. The Chairman/Chief Executive Officer, Jagran Parkashan Ltd. SCO No. 43-44, Sector 8-C, Chandigarh. (Managements) according to the recommendations of the Majithia Wage Board and also as per the direction of the Hon'ble Supreme Court of India under The Working Journalists And Other Newspaper Employees (Conditions of Service) And Miscellaneous Provision Act, 1955 and in compliance of the orders dated 28.04.2015, 12.01.2016, 14.03.2016, 23.08.2016 passed by the Hon'ble Supreme Court of India in CCP No.128/2015 and 129/2015 AND WP (Civil) 246/2011 dated 07.02.2014; if so, to what effect and to what relief he is entitled to, if any ?"

2. Upon notice, the workman appeared in person and thereafter through his Representative. On 05.12.2018, statement of claim was filed.

3. Briefly stated the averments of claim statement are that the management is a newspaper establishment having its area office at Chandigarh and publishing its Hindi Newspaper 'Dainik Jagran' in & around Chandigarh. The Central Government, in exercise of powers under Sections 9 and 13 of the Act 1955

constituted the Majithia Wage Board. The said Majithia Wage Board submitted its recommendation to the Central Government on 31.12.2010 and the same was accepted by the Government of India on 25th October, 2011 and notified vide S.O No.2532(E) dated 11.11.2011. The said recommendations were challenged by various parties before the Hon'ble Supreme Court in Writ Petition (c) No.246/2011 titled "ABP Pvt. Ltd. And Others Versus Union of India and Others" and other connected Writ Petitions. During the pendency of the above-mentioned Writ Petitions, the Central Government in exercise of its power under Section 12 of the Act 1955, issued notification accepting the recommendations of the Majithia Wage Board. The Hon'ble Supreme Court vide its judgment dated 07.02.2014 upheld the recommendations of the Majithia Wage Board and dismissed the Writ Petitions filed by various parties. The Hon'ble Supreme Court directed that the wages as revised / determined shall be payable from 11.11.2011. It was further directed that the arrears up to March, 2014 shall be paid to all eligible persons in four equal installments within a period of one year from the date of the judgment and continue to pay the revised wages from April, 2014 onwards.

4. It is further averred that the workman had joined the management on 16th April, 2004 as a Sub-Editor. His employer code number is LD 0128. The workman confirmed as Sub-Editor / Reporter on 01.11.2005 and was further promoted as Correspondent on 01.01.2008 which is a post senior to the post of Senior Reporter. The workman resigned from the said post on 31.05.2017. Till the date of his retirement, the workman was entitled to receive from the management a sum of ₹ 39,00,292/- along with the arrears of gratuity, provident fund and leave encashment as per the revised pay scale according to the Majithia Wage Board on account of revised wages as per recommendations of Majithia Wage Board along with arrears of wages since November, 2011 payable under the Act 1955. The workman is seeking the claim for only that period when the workman was posted in Chandigarh i.e. up to 15.04.2017. On 20.11.2017 the workman served upon the management, a notice to implement the recommendations of Majithia Wages Board alongwith arrears of wages since November, 2011 within a period of 15 days from the date of receipt of demand notice, failing which the workman shall be constrained to invoke the appropriate remedy in Law to secure the recovery of the said amount as contemplated under Section 17 of the said Act 1955 read with Rule 36 of The Working Journalists (Conditions of Service) And Miscellaneous Provisions Rule, 1957, but even after expiry of 15 days of demand notice management neither paid nor offered to pay to the workman the arrears of wages amounting to ₹ 39,00,292/- along with the arrears of gratuity, provident fund and leave encashment as per the revised pay scales according to the Majithia Wage Board, till date, which the workman is entitled to recover as per the computation enclosed with the claim statement. Aggrieved against the inaction of the management, on the demand notice served by the workman, the workman approached the Court of Assistant Labour Commissioner for redressal of his grievance i.e. for recovery of the arrears from the opposite party, which application of the workman was marked to the Labour Inspector to look into the matter. The Labour Inspector, Circle - I & II issued notice to the opposite party / management to appear before him on 15.02.2018, however, none from opposite party appeared before the Labour Inspector on 15.02.2018 and the matter was adjourned for 08.03.2018. Even on 08.03.2018 none from the opposite party / management bothered to appear before the Labour Inspector and the Labour Inspector closed the file of the workman with liberty to approach the appropriate authority. Thereafter, an application under Section 17(1) of the Act 1955 was moved before the Assistant Labour Commissioner, Labour Department, Sector 30, Chandigarh on which notice was issued to the opposite parties for appearance and contesting the case. Sh. Bijender Sharma, Authorized Representative appeared on behalf of the management and filed an objection in response to which the workman also filed his detailed reply. After hearing the arguments of both sides, the Assistant Labour Commissioner (ALC) observed that the workman has not received any amount of due arrear which is not paid by the management and several opportunities were given to show the relevant record pertaining to the workman. During the proceedings, neither the management produced any documents which can prove that the workman is not liable for any due payment according to the recommendations of the Majithia Wage Board nor submitted any satisfactory comments to rebut the case. Thereafter, the ALC while exercising the powers under Section 17(2) referred the matter before this Court for final adjuration. Thus, it is very much clear that the opposite party is intentionally trying to linger on the matter and does not wish to settle the claim of the workman which is a legal and legitimate right of the workman and, therefore, the workman is left with no other alternate remedy than to approach this Court by way of filing the present claim statement for redressal of his grievance. In order to defeat the rights of the workman, the

management being in a fiduciary capacity, misled, arm-twisted and influenced the workman to put his signature on a list containing names of workmen which was not preceded by any words / sentences, on false assurances. It is learnt that during the pendency of the Writ Petition, management has sought to misuse the forged list of signatures by altering / inserting the same with entire sentences to urge that the said signatures are a token of acknowledgement on the part of workmen to not to seek revised wages in terms of Award. It is further learnt that the said contention was rejected and Award was upheld with a direction to the management to make necessary payments. The aforesaid act of the management is in gross violation of Section 13 of the Act 1955 as the working journalists are entitled to wages at rates not less than those specified in order. Not only this, when some of the employees refused to sign the above-mentioned declaration, the management, with malafide intention issued transfer orders with regard to all such employees, thereby acting arbitrarily and high-headedly. The officials of the company also tried to force the workman into signing the declaration. The above-mentioned act of management of not paying the revised wages with effect from April, 2014 and the management's act of non-payment of the arrears as per the above directions, does not only amount to non-compliance of the directions issued by the Hon'ble Supreme Court, but also amounts to contempt of the directions of the Hon'ble Supreme Court, which is further aggravated by the act of the Company in forcing the employees to sign the declaration / threatening as mentioned above. A contempt petition is also pending in the Hon'ble Supreme Court against the non-implementation of the recommendations of the Majithia Wage Board vide Contempt Petition No. 411 of 2014 in Writ Petition No.246 of 2011 and vide the order dated 12.01.2016 of Hon'ble Supreme Court Bench, appointed Inspectors under Section 17B of the Act 1955 for implementation of the wage board recommendation. Several Contempt of Court Petitions have been filed by the deprived employees and their unions which are pending before the Hon'ble Supreme Court of India and the Court has reiterated that the newspaper establishments are under obligation to pay the dues to the employees in terms of its directions. The Court vide its orders dated 23.08.2016 has now directed the adjudication of the claim of the employees under Section 17 of the Act 1955 by the Labour Commissioner. The scheme of the Act 1955 provides mechanism for recovery of the dues from an employer. A combined reading of all these provisions make it crystal clear that the management of the newspaper establishments have no choice than to pay the benefits recommended by the Wage Board which has a statutory force and the employer cannot escape the same under any circumstances. Hon'ble Supreme Court of India in order dated 28.08.2016 mentioned that the Labour Commissioner of each State is authorized / Statutory Authority for the implementation of the Wage Board. The workman seeks to raise such other or further ground as may be available to him at the time of hearing of the present application. Prayer is made that the workman may be paid ₹ 39,00,292/- including amount of interim relief along with arrears of gratuity, provident fund and leave encashment as per the revised pay scale according to recommendations of Majithia Wage Board and the judgment dated 07.02.2014 passed by the Hon'ble Supreme Court along with 18% interest.

5. On notice, managements No.1 to 3 contested the claim application by filing joint written statement wherein under the preliminary objections it is stated that M/s Jagran Prakashan Limited engaged in printing & publishing of news-papers in the name & style of Dainik Jagran from different districts in India and the said news-paper and Punjabi Jagran is publishing from Jalandhar. Jagran Prakashan is a limited Company incorporated under the provision of Company Act, 1956 / 2013. The company has been committed to maintain good relation with its employees, journalist as well as non-journalist since its inception. The company has always taken into consideration the well-being and economic sustainability of all its employees from time to time. The Company always made endeavors to comply with all the statutory provisions and obligation as mandated by law. Further the Company has regularly and continuously provided promotional avenues with newspaper industry. Besides, objections are taken that reference order is bad in law and not legally maintainable. On the basis of reference order, the present dispute cannot be adjudicated by this Court. The entire proceeding initiated by Assistant Labour Commissioner under Section 17(1) of Act 1955, is without jurisdiction and dehors the provisions of the Act 1955 and hence the same deserves to be declared honest and void *ab-initio*. The present reference is beyond the territorial jurisdiction of Authorities of Chandigarh. The claimant (*here-in-after 'workman'*) was never appointed in Chandigarh office nor he is / was ever employee of Chandigarh and he was appointed at Ludhiana Office on the post of Senior Reporter w.e.f. 16.04.2004 and after that services of workman were transferred to Raipur Office from Ludhiana Office. Hence, there is no justification to present claim before the authorities of Chandigarh. This fact was brought in the knowledge of Assistant Labour Commissioner, Chandigarh

also but without considering the material fact, present reference is made by the authorities of Section 17, which is abuse of process of law and is honest in the eyes of law. Any claim application filed before Authorities of Chandigarh is beyond the territorial jurisdiction of the Authorities of Chandigarh. The workman was employee of an establishment situated at Raipur, State of Chhattisgarh and had submitted his resignation in Raipur office at his own, for the reasons best known to him and left his job on 31.05.2017 and also has taken all dues from Raipur office without any objection. At time of taking his dues he never made any complaint to management. His last employment was at Raipur establishment. After taking his full & final settlement, the employer-employee relationship had ceased and at present there is no employer and employee relationship into existence. The workman has taken full & final payment and now there is nothing due from answering management. The present claim application is also not in conformity with Rule 36 of The Working Journalists (Conditions of Service) and Miscellaneous Provisions Rules, 1955 and Section 17 of Act 1955. The present claim is not filed in prescribed form 'C' of the Act 1955. On this ground also, present reference is bad in Law and not maintainable. The answering management has fully complied with the provision of Majithia Wage Board issued by the Central Government under notification dated 11.11.2011. The workman had already received the wages as per Para 20(J) [hereinafter 'Clause 20(j)] of the Majithia Wage Board recommendations. The workman has chosen /opted to retain his existing wages and existing emoluments as per Clause 20(j) of the Majithia Wage Board at his own. Now nothing is payable to the workman as he has already received wages according to option opted by him of Clause 20(j). The Clause 20(j) is integral part of Majithia Wage Board recommendations and have full force of law. Answering management has fully paid to workman as per Clause 20(j). The workman has never raised any question or not made any complaint to the management or to any Competent Authority regarding the undertaking which he had given within specified time of three weeks. Now after lapse of long time he is raising dispute of non-payment of wages as per Majithia Wage Board recommendations which is simply after thought, illegal and baseless and no complaint can be entertained after passing almost seven years of lapse of prescribed period. The employer is paying the wages as per Clause 20(j) of Majithia Wage Board recommendations and no alleged amount is due. The workman has already received his full wages as per Clause 20(j) of the notifications dated 11.11.2011 and Clause 20(j) being part of the said notification has full force of law and cannot be ignored as provided in Majithia Wage Board recommendations. On this ground also, nothing is due to the workman. Hence, present adjudication case is liable to be rejected on the ground that nothing is due of workman on the organization. Section 17 provides for a procedure to recover the amount due from an employer and not for the determination of the question as to what amount is due. The condition precedent for the application of Section 17 is a prior determination by a competent authority or the Court of the amount due to the employee from his employer. It is only if and after the amount due to the employee has been duly determined, then the stage is reached to recover that amount and it is at this stage that the employee is given the additional advantage provided by Section 17 without prejudice to any other mode of recovery available to him. Since proceedings under Section 17 of Act of 1955 and Section 33(C) of the ID Act are analogous to execution proceedings and the Labour Court called upon to compute in terms of money the benefit claimed by a workman, in such cases, in the position of an Executing Court. The present claim application of Section 17 is filed without complying with the mandatory conditions as intended by the legislatures and spirit of the Section 17, there is no prior determination of the amount due to the employee from his employer, by a competent authority or court. Present proceedings under Section 17 of the Act 1955 are void *ab-initio* and honest in the eye of law and liable to be rejected on this ground only. The very basis of the claim or the entitlement of the employee to a certain benefit is denied and made disputed from its threshold and there being no earlier adjudication or recognition of the claim thereof by the employer, such dispute, relating to the entitlement, is not incidental to the benefit claim and is, therefore, clearly outside the scope of recovery proceedings. The Labour Court has no jurisdiction to first decide the workman's entitlement and then proceed to compute the benefit in the proceedings of Section 17 of Act 1955. The detail of the chart enclosed by the workman is neither payable nor acceptable as such it is not based on pre-existing right and entitlement. Hence the alleged claim application of workman is not maintainable under Section 17 (2) of the Ac, 1955. The present reference is without authority of law also without application of mind. The reference order is bad in law and on the basis of reference order, no dispute can be adjudicated by Industrial Tribunal at Chandigarh. The wages claimed by the workman are denied in totality by the answering management and nothing is due, as such, it can not to be said

what amount is due as per Section 17 (2) of the Act 1955. The application has been filed under Section 17(1) of the Act 1955. Thus, no reference can be made under Section 17(2) of the Act 1955. Both are independent sections. The matter in dispute referred is not in conformity with the law and Hon'ble Supreme Court's Judgment dated 19.06.2017 hence is liable to be dismissed on this ground alone. The workman is not entitled to get any benefit or relief whatsoever from the employer. The workman is not eligible for any relief / payment as demanded by him. Thus, the claim amount is strongly opposed.

6. Further in para-wise reply it is stated that the facts alleged in para 1 to 3 of the claim statement are matter of record. The contents of para 4 of the application are incorrect. The workman has tried to mislead this Court by hiding the material facts of telling place of his joining, place of posting, his working and place of submitting his resignation which is establishment of Raipur, State of Chhattisgarh. No demand notice / prior notice of fifteen days is given to the management by the workman. The claim is liable to be rejected for want of non-services of 'Fifteen Days' prior notice. The workman has forced to the management into unnecessary litigation which is also contrary to the spirit of law and principle of natural justice and is also not good for industry as whole. The workman has received his all full and final settlement now he not entitled for any amount. The contents of para No. 7 to 9 of the statement of claim are replied being matter of record. The answering management had placed correct position before the authorities but without considering the material facts and circumstances present reference is done which is abuse of process of law and present reference is in itself bad in law. The workman had opted to retain his etrialng wages and existing emoluments by putting his signatures on the undertaking of Clause 20(j) of the said recommtrialions, voluntarily, at his own and as per said Para he is entitled for the same. Para 13 to 15 of the statement of claim are matter of record. Para 16 of the statement of claim is replied in a formal manner by stating that it needs no reply. Rest of the contents of claim application are denied as wrong and prayer is made that the claim application / reference may be rejected.

7. The workman filed replication on 20.05.2019 wherein the contents of the written statement except admitted facts are denied and averments of claim application are reiterated.

8. From the pleadings of the parties, following issues were framed vide order dated 20.05.2019 :-

1. Whether the arrears of revision of pay to the workman were to be paid by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW
2. Whether the present reference is not maintainable ? OPM
3. Whether this Court has no territorial jurisdiction to entertain the present reference ? OPM
4. Relief.

9. In evidence, workman Sajjan Dev examined himself AW1 and tendered his affidavit Exhibit 'WW1/A' along with documents

Exhibit 'WW1' is copy of demand notice dated Nil raised by the workman.

Exhibit 'WW2' is salary / wage slip for the month of January, 2017 relating to the workman.

Exhibit 'WW3' is computation of dues as per the Majithia Wage Board recommendations relating to the workman.

Exhibit 'WW4' is the copy of notice bearing Memo No. LI-Cir I & III/2018/76 dated 09.02.2018 issued from Labour Inspector Circle I & III, U.T. Labour Welfare Centre Building, Sector 30-B, Chandigarh to the Chairman / Chief Executive Officer, Jagran Prakashan Limited, Chandigarh directing him to attend the office of Labour Inspector on 15.02.2018 at 10:00 A.M. along with the relevant record, in person or through an authorised Representative.

Exhibit 'WW5' is copy of the order of Assistant Labour Commissioner, U.T. Chandigarh, copy of which forwarded to Sajjan Dev vide endorsement No. ST/2018/2657 dated 22.06.2018, M/s Jagran Prakashan through

its Chairman, Noida and the Chairman / Chief Executive Officer, Jagran Prakashan Limited, Chandigarh wherein it is mentioned that the matter stands un-settled before the ALC, U.T. Chandigarh under Section 17(1) of the Act 1955. It is further mentioned that now as per Section 17(2) of the said Act, the Assistant Labour Commissioner, U.T. Chandigarh has powers to refer to the matter to the Labour Court for final adjudication. Hence, it is requested that the matter as a whole, may be referred to the Labour Court, U.T. Chandigarh as a reference.

Exhibit 'WW6' is copy of order dated 13.07.2018 bearing No.13/1/9516-HII(2)-2018/11426 dated 27.07.2018 whereby the Secretary Labour, Chandigarh Administration referred the dispute to the Industrial Tribunal-cum-Labour Court, U.T. Chandigarh for adjudication.

Exhibit 'WW7' are the copies of salary / wage slips for the month of January, 2009, February, 2008, March, 2012, March, 2013, February, 2014, January, 2015, January 2016, February, 2017, January, 2018 (salary / wage slip of February, 2017 is Exhibited by the management vide Exhibit 'M4').

Exhibit 'WW8' is the copy of identity card of the designation Senior Reporter (valid up to 13.12.2016) issued to Sajjan Dev by Department of Public Relations, Chandigarh, accreditation card of designation Correspondent (valid up to 31.12.2010) issued to Sajjan Dev by the Director, Information Public Relations & Cultural Affairs Department, Haryana and pass for Press Correspondents / Photographers dated 16.12.2016 issued to Sajjan Dev by the Officer on Special Duty, State Election Commission, U.T. Chandigarh.

Exhibit 'WW9' is the copy of appointment letter dated 16.04.2004 issued to the workman appointing him Sub-Editor on temporary / probation basis for one year w.e.f. 16.04.2004.

Exhibit 'WW10' is the copy of appointment letter dated 01.11.2005 issued to the workman appointing him Sub-Editor on permanent basis w.e.f. 01.11.2005.

Exhibit 'WW11' is the copy of letter dated 01.01.2008 issued by Chief General Manager for Jagran Prakashan Limited to Sajjan Dev, whereby Sajjan Dev was promoted as Correspondent w.e.f. 01.01.2008 on the terms & conditions of his appointment letter.

Exhibit 'WW12' is resignation letter dated 31.05.2017 tendered by Sajjan Dev to HR Manager, Dainik Jagran Group of Newspaper, Noida, U.P.

10. It is pertinent to mention here that during cross-examination of AW1 / workman the management put the documents Exhibit 'M1' to Exhibit 'M4'.

Exhibit 'M1' is order dated 13.07.2018 bearing No.13/1/9516-HII(2)-2018/11426 dated 27.07.2018 whereby the Secretary Labour, Chandigarh Administration referred the dispute to the Industrial Tribunal-cum-Labour Court, U.T. Chandigarh for adjudication.

Exhibit 'M2' is copy of transfer letter bearing No.JY/JPL/HR/2017/LD0128 dated 19.04.2017 whereby the Sajjan Dev was transferred to Raipur Unit.

Exhibit 'M3' is copy of declaration under Clause 20(j) of the Majithia Wage Board recommendations.

Exhibit 'M4' is copy of salary slip of workman Sajjan Dev for the month of February, 2017.

11. On 09.04.2021 workman closed his evidence.

12. On the other hand, management examined MW1 Varun Beniwal - Assistant Labour Commissioner, U.T. Chandigarh, MW2 Abhishek Singh - Forensic Expert, who tendered his affidavit **Exhibit 'MW2/1'** along with certificate under Section 65B of the Evidence Act vide **Exhibit 'MW2/2'**, pictorial chart **Exhibit 'MW2/3'** (consisting of 2 pages), specimen signature of Sajjan Dev during file inspection allowed by this Court vide **Exhibit 'MW2/4'** (consisting of 4 pages). The management examined MW3 Shankarlal - Assistant General Manager, Advertisement, Accounts Department, Jagran Prakashan Limited, Chandigarh who tendered

his affidavit Exhibit 'MW3/A' along with copy of transfer letter dated 19.04.2017 vide **Exhibit 'MW3/1'** and original certificate dated 20.08.2022 of Chartered Accountant vide **Exhibit 'MW3/2'**. It is pertinent to mention that the original of Exhibit 'MW3/1' was produced at the time of recording examination-in-chief of MW3 and same was seen & returned with direction to be produced at the time of recording his cross-examination.

13. On 03.08.2022 Learned Representative for the management vide his statement gave up present MW Ravinder Sandhu, Superintendent, Office of Labour & Employment, Home - II Branch, Sector 9, Chandigarh being unnecessary and further stated that previous Superintendent Shri Raj Pal Jain has already been transferred.

14. On 05.07.2024 Shri K. B. Sharma - Representative for the management closed oral evidence. On 18.10.2024 Shri Bijender Sharma - Representative for the management closed documentary evidence.

15. I have heard the arguments of Learned Representatives for the parties and perused the judicial file. My issue-wise findings are below :-

Issues No. 1 & 3 :

16. Both these issues are taken up together being interconnected and in order to avoid repetition of discussion.

17. Onus to prove issue No.1 is on the workman and onus to prove issue No.3 is on the management.

18. In order to prove its case workman Sajjan Devi examined himself as AW1 and vide his affidavit Exhibit 'WW1/A' deposed the averments of claim statement in toto which are not reproduced here for the sake of brevity. AW1 supported his oral version with documents Exhibit 'WW1' to Exhibit 'WW12'.

19. On the other hand, the management examined MW1 Varun Beniwal - Assistant Labour Commissioner, U.T. Chandigarh in his testimony recorded on 21.02.2022 deposed that no notification with regard to authority under Section 17(1) and 17(2) of the Working Journalist Act, 1955 in favour of Assistant Labour Commissioner, Chandigarh is issued or notified by the Chandigarh Administration. His further examination-in-chief was deferred for want of record. MW1 in his remaining examination-in-chief recorded on 22.03.2022 deposed that there is no such notification authorizing any authority including Assistant Labour Commissioner, Chandigarh under Section 17(1) and Section 17(2) of the Working Journalist and Other Newspaper Employees (Conditions of Service) and Miscellaneous Provisions Act, 1955. He has checked from the office record.

20. Learned Representative for the management referred testimony of MW2 Abhishek Singh - Forensic Expert, who tendered on record documents Exhibit 'MW2/1' to Exhibit 'MW2/4'.

21. Learned Representative for the management further referred the testimony of MW3 Shankar Lal - Assistant General Manager, Advertisement Accounts Department, Jagran Prakashan Limited, Chandigarh, who vide his affidavit Exhibit 'MW3/A' deposed the material contents of the written statement which are not reproduced here in order to avoid repetition. MW3 supported his oral version with documents Exhibit 'MW3/1' and Exhibit 'MW3/2'.

22. From the oral as well as documentary evidence led by the parties, it comes out that there is no denial to the facts pleaded by the workman that he joined the management on 16.04.2004 as a Sub-Editor and confirmed as Sub-Editor on 01.11.2005. The workman was promoted as Correspondent on 01.01.2008 which is a post senior to the post of Senior Reporter. The workman resigned from the post of Correspondent on 31.05.2017. The workman / AW1 when put to cross-examination by the management admitted the suggestion as correct that his appointment was made by the management in the capacity of Sub-Editor vide Exhibit 'WW9'. AW1 admitted as correct that his services have been made permanent by the management in the capacity of Sub-Editor vide Exhibit 'WW10'. AW1 admitted the suggestion as correct that he was promoted by the management in the capacity of Correspondent vide Exhibit 'WW11'.

23. Learned Representative for the management argued that the workman deliberately did not mention the place of his posting, his working and place of submitting of his resignation. It is further argued by Learned Representative for the management that workman was never appointed in Chandigarh office nor he is / was ever employee of Chandigarh. In fact, workman was appointed at Ludhiana office on the position of Senior Reporter w.e.f. 16.04.2004 and after that the workman's services were transferred from Ludhiana to Raipur office, at station Nai Dunia, Chhattisgarh. Therefore, the reference is beyond the territorial jurisdiction of Authorities of Chandigarh. On the other hand, Learned Representative for the workman argued that the workman was initially appointed at Jalandhar unit and then transferred to Ludhiana and then from Ludhiana to Chandigarh. Since year 2005, the workman remained posted at Chandigarh. Though, the transfer order to Raipur was issued but before joining at Raipur, the workman resigned and got relieved from Chandigarh unit itself. The aforesaid argument advanced by Learned Representative for the workman finds strength from the cross-examination of MW3 Shankarlal, who when put to cross-examination denied for want of knowledge that the workman was initially appointed in the Jalandhar unit and then transferred to Ludhiana. MW3 stated that he does not know whether Chandigarh was independent unit at the time of transfer of the workman from Ludhiana to Chandigarh. The aforesaid version of MW3 would show that there is no specific denial to the suggestions put to him in his cross-examination. As per settled law, the suggestion which is not specifically denied is deemed to be admitted. Furthermore, from Exhibit 'WW9' i.e. appointment letter dated 16.04.2004, it is duly established that the workman was initially appointed as Sub-Editor on probation basis by the Jalandhar unit of Jagran Prakashan Limited. From Exhibit 'WW10' it is further established that the workman was made permanent on the post of Sub-Editor vide appointment letter dated 01.11.2005 issued by the Ludhiana unit of Jagran Prakashan Pvt. Ltd. From letter dated January 1, 2008 / Exhibit 'WW11', it is proved that the workman was promoted to the post of Correspondent w.e.f. 01.01.2008. It is own case of the management that the workman was transferred to Raipur unit vide Exhibit 'M2' / MW3/1' (Both Exhibit 'M2' and Exhibit 'MW3/1' are same i.e. transfer letter dated 19.04.2017). In para 4 of preliminary objections of the written statement, the management pleaded that the workman was never appointed at Chandigarh Office nor he is / was ever employee of Chandigarh and he was appointed at Ludhiana office on the post of Senior Reporter w.e.f. 16.04.2004 and after that service of the applicant was transferred to Raipur Office from Ludhiana. The aforesaid letter of management Exhibit 'M2' / Exhibit 'MW3/1' would suggest that the services of the workman were transferred to Raipur.

24. The dispute between the parties is that the workman alleged that he was transferred from Chandigarh unit whereas management alleges that he was transferred from Ludhiana unit. To my opinion, the transfer letter itself is the best piece of evidence to ascertain the place of posting from where the workman was transferred to Raipur. Management itself proved into evidence the transfer letter dated 19.04.2017 vide Exhibit 'M2' / Exhibit 'MW3/1'. The genuineness of transfer letter remained admitted. The transfer letter dated 19.04.2017 has been issued by Neeraj Sharma, General Manager of Dainik Jagran to workman Sajjan Devi, Senior Reporter, Editorial - Input, Chandigarh mentioning therein that the management has decided to transfer his services from Chandigarh Unit to Raipur Unit with immediate effect and he is advised to report Mr. Shyam Singh Tomar on 25.04.2017 at the address given below :-

"NaiDunia", A Unit of Jagran Prakashan Limited,
| 3rd Floor, Sai Nagar, Besides Hotel Babylon Inn, |Jail Road,| Raipur - 492001|

25. The transfer letter Exhibit 'M2' / Exhibit MW3/1' supports and prove the workman's plea that he was lastly posted and working at Chandigarh Unit of Jagran Prakashan Limited from where his services were transferred to Raipur unit. Moreover, MW3 in his examination-in-chief specifically deposed that the claimant Sajjan Dev was transferred to Raipur unit from Chandigarh unit on 25.04.2017 vide transfer order dated 19.04.2017 and copy of transfer order is Exhibit 'M3/1'. MW3 in his cross-examination admitted as correct that the workman was transferred from Chandigarh to Raipur vide transfer letter Exhibit 'MW3/1'. MW3 in his cross-examination further stated that he has no personal knowledge, how the jurisdiction of the workman is to be seen. MW3 further stated that the point regarding jurisdiction in para 12 of his affidavit Exhibit 'MW3/A' has been told to him by the management-department. He has no personal knowledge regarding the same.

26. The management's plea that the workman resigned from Raipur unit stands falsified from management's own suggestion put to workman / AW1 in his cross-examination. AW1 in his cross-examination stated that he did not join at Raipur. AW1 further admitted as correct that his transfer has been made by the management vide Exhibit 'M2' dated 19.04.2017. AW1 admitted as correct that after his transfer from Chandigarh to Raipur, he has not joined. The aforesaid suggestion put by the management to AW1 in his cross-examination would support the workman's plea that though his services were transferred from Chandigarh unit to Raipur but he did not join at Raipur and tendered resignation. Further, the copy of the resignation letter dated 31.05.2017 addressed by the workman to Ms. Neetu Jha, HR Manager, Dainik Jagran Group of Newspapers, Noida, U.P. is brought into evidence by the workman vide Exhibit 'WW12'. MW3 in his cross-examination admitted as correct that Jagran Prakashan is a group of newspapers. AW1 in his cross-examination admitted as correct that after his transfer from Chandigarh to Raipur, he has not joined. AW1 voluntarily stated that at the station Nai Dunia, Chhattisgarh. AW1 admitted as correct that he tendered resignation to the HR Manager Corporate Office, Noida vide Exhibit 'WW12'. The aforesaid suggestion put by the management supports the workman's plea that he tendered resignation to HR Manager, Dainik Jagran, Group of Newspapers, Noida, U.P. and not to Raipur Unit. The facts & circumstances mentioned above would prove that the workman lastly remained posted with the management at its Chandigarh unit till his resignation Exhibit 'WW12'. Therefore, this Court is well within its territorial jurisdiction to try and decide the present industrial dispute reference.

27. Admittedly, the workman is governed by the Act 1955. The workman / AW1 in his cross-examination admitted the suggestion as correct that M/s Jagran Prakashan Limited is a newspaper industry. AW1 admitted as correct that Working Journalist Act, 1955 is applicable to the management. AW1 admitted as correct that all the employees are working in the capacity of non-working journalists except him. AW1 admitted as correct that his services have been made permanent by the management in the capacity of Sub-Editor vide Exhibit 'WW10'. AW1 voluntarily stated that apart from Sub-Editor he has also been handed over the charge of reporting. AW1 stated that he has not placed on record any document with regard to handing over the charge to himself. AW1 voluntarily stated that the management / respondent can hand over the charge of reporting suo-moto to any reporter. The aforesaid volunteer statement of AW1 is not controverted in his cross-examination, thus, there is no reason to disbelieve the same.

28. In the demand notice and in application under Section 17(1) of the Act 1955 moved by the workman before the Assistant Labour Commissioner, Labour Department and in the statement of claim filed before this Court, there is no pleading regarding category in which the management would fall as well as regarding classification of Chandigarh Unit of Jagran Prakashan Limited. It is own plea of the workman during cross-examination of MW3 that the Chandigarh unit was independent unit at the time of transfer of the workman from Ludhiana to Chandigarh. In the present case, the workman did not submit balance sheet showing gross revenue of Chandigarh unit of Jagran Prakashan. There is no evidence of the workman proving that average gross revenue of Chandigarh unit of Jagran Prakashan is more than ₹ 1,000/- crores as classified under Class - I of Majithia Wage Board Recommendations. Thus, the workman has failed to discharge its onus to make out a case which entitles him to a relief.

29. Learned Representative for the management argued that the calculation sheet Exhibit 'WW3' is without any basis. It is nowhere mentioned that how the salary received from the month of November, 2011 up to May, 2017 is calculated when the actual salary including DA and other allowances received by the workman were ₹ 8,390/- per month w.e.f. November, 1, 2005 onwards. On the other hand, Learned Representative for the workman argued that the basic salary received by the workman during the said period is shown in computation statement Exhibit 'WW3'. The perusal of computation of dues / Exhibit 'WW3' would show that the interim relief is calculated @ 30% from January 2008 to 11.10.2011 and arrears of salary for the period November, 2011 to May, 2017. In the calculation sheet Exhibit 'WW3' the workman has mentioned his salary received in November, 2011 as ₹ 11,645/-, from December, 2011 to March, 2012 as ₹ 17,467/- per month, April 2012 to September, 2012 as ₹ 17,586/- per month from October, 2012 to March, 2013 as ₹ 18,868/- per month, from April 2013 to January, 2014 as ₹ 20,370/- per month and February, 2014 to October, 2014 as ₹ 23,161/-, from November, 2014 to October, 2015 as ₹ 27,404/- per month, from November, 2015 to March, 2016 as

₹ 28,614/- per month, from April 2016 to September, 2016 as ₹ 32,418/- per month and from October, 2016 to May, 2017 as ₹ 32,617/- per month. As proved from the appointment letter dated 01.11.2005 / Exhibit 'WW10' the emoluments of the workman were ₹ 8,390/- per month inclusive of salary, DA and all other allowances. The workman was promoted as Correspondent w.e.f. 01.01.2008 vide order dated 01.01.2008 / Exhibit 'WW11' wherein it was specifically mentioned that all the other terms & conditions of his appointment letter shall remain the same. From Exhibit 'WW10' and Exhibit 'WW11' it is clearly established that the emoluments of workman were ₹ 8,390/- w.e.f. 01.01.2005. Workman / AW1 in his cross-examination admitted the suggestion as correct that his last drawn salary was ₹ 32,783/- which is Exhibit 'M4'. It is pertinent to mention here that Exhibit 'M4' is the salary / wage slip for the month of February, 2017 relied upon by the workman as part of Exhibit 'WW7'. In computation sheet / Exhibit 'WW3' the workman has mentioned that his last drawn salary was ₹ 32,617/- per month whereas it is own admission of the workman that his last drawn salary was ₹ 32,783/- per month as shown in Exhibit 'M5'. In view of the difference of the last drawn salary as admitted by the workman / AW1 in his cross-examination and as shown in the computation sheet Exhibit 'WW3', the calculation made in Exhibit 'WW3' seems incorrect.

30. It is argued by Learned Representative for the workman that in view of the Majithia Wage Board recommendations notified on 11.11.2011, the workman is entitled to arrears of wages / pay of the period w.e.f. 11.11.2011 to 31.05.2017 as detailed in calculation sheet Exhibit 'WW3'. On the other hand, Learned Representative for the management argued that workman has voluntarily exercised option to retain his existing wages and existing emoluments under Clause 20(j) of the Majithia Wage Board recommendations by giving declaration dated 22.11.2011 at serial No.20 of Exhibit 'M3'. Now nothing is payable to the workman as he has already received wages according to the option exercised by him in Clause 20(j) which is integral part of the Majithia Wage Board recommendations and has full force of law. Management has fully paid to the workman as per Clause 20(j). The workman never raises any question nor made any complaint to the management and to any competent authority regarding the undertaking which he has given within the specified limit of 3 weeks. Now after a lapse of long time he is raising the dispute of non-payment of wages as per Majithia Wage Board recommendations which is simply after thought, illegal and baseless. No complaint can be entertained after passing almost 7 years of prescribed period. On the other hand, Learned Representative for the workman argued that each newspaper employee as defined in Section 2(c) of the Act 1955, is entitled to receive wages as recommended by the Majithia Wage Board and approved & notified by the Central Government under Section 12 of the Act 1955. The wage notified supersedes all existing contracts governing wages as may be in force. However, the legislature has made it clear in the provision of Section 16 of the Act 1955 that notwithstanding the wages as may be fixed and notified, it will always be open to the concerned employee to agree and accept any benefit which is more favourable to him than what has been notified under Section 12 of the Act 1955. Clause 20(j) of the Majithia Wage Board recommendations will have to be read and understood in the above light. The Act is silent on the availability of an option to receive less than what is due to an employee under the Act. Such an option really lies in the domain of the doctrine of waiver, an issue that does not arise in the present case in view of the specific stand of the employees with regard to involuntary nature of the undertaking allegedly furnished by them. To support his arguments Learned Representative for the workman referred *Judgment dated 22.04.2024 passed by the Hon'ble High Court Madhya Pradesh at Jabalpur in Misc. Petition No.5093 of 2022 between Dainik Bhaskar through its Authorised Representative Rajkumar Sahu and the State of Madhya Pradesh through Principal Secretary, Labour Department Mantralaya, Vallabh Bhawan, Bhopal (M.P.) & Others and connected Miscellaneous Petitions and another Judgment dated 01.08.2022 in LPA No.1631/2019 passed by the Hon'ble High Court Patna titled as Jagran Prakashan Limited & Others Versus State of Bihar & Others.*

31. To my opinion, since workman claims benefit of revised wages under Majithia Wage Board recommendations notified on 11.11.2011, thus each part of the Majithia Wage Board recommendations is integral part of the same including Clause 20(j) which reads as below :-

"20(j) The revised pay scales shall become applicable to all employees with effect from 1st July 2010. However, if an employee within three weeks from the date of publication

of Government Notification under Section 12 of the Act enforcing these recommendations exercises his option for retaining his existing pay scales and "existing emoluments", he shall be entitled to retain his existing scale and such emoluments."

32. The management has taken stand that workman by exercising option under Clause 20(j) of the Majithia Wage Board recommendations vide Exhibit 'M3' has opted to retain existing pay scales and emoluments. On the other hand, the workman has taken self-contradictory stands regarding the option under Clause 20(j) allegedly exercised by him. In this regard, the workman in demand notice dated Nil addressed to M/s Jagran Prakashan Limited & Others is silent about exercise of option. AW1 in his application under Section 17(1) of the Act 1955 moved before the Assistant Labour Commissioner, Sector 30, Chandigarh dated 27.03.2018, in para 9 pleaded that in order to try to defeat the right of the applicant, the management being in a fiduciary capacity, mislead, arm-twisted and influenced the applicant/workman to put his signatures on a list containing a list of names of workmen which was not preceded by any words / sentences, on false assurance/s. It is learnt that during the pendency of Writ Petition, management has sought to misuse the forged list of signatures by altering / inserting the same with entire sentence to urge that the said signatures are a token of acknowledgment on part of workmen to not to seek revised wages in terms of award. Similar plea is taken by the workman in para 10 of the claim statement before this Court. The aforesaid plea taken by the workman in the application before Assistant Labour Commissioner and claim statement before this Court would lead to the inference that the signatures of the workmen including workman were obtained by the management on a list and later on a writing was added to the list showing the workmen including workman has signed by way of option under Clause 20(j) of the Majithia Wage Board recommendations to retain existing pay scale and emoluments, meaning thereby that Exhibit 'M3' is alleged to be forged document and signatures of the workmen including workman are allegedly obtained on a list which is forged into a declaration under Clause 20(j) of Majithia Wage Board recommendations. The workman in para 11 of the claim statement taken self-contradictory plea by pleading that when some of the employees refused to sign the declaration, the management with malafide intention issued transfer order with regard to all such employees, thereby acting arbitrarily and high-headedly. The official of the company also tried to force him into signing the declaration. The aforesaid plea of the workman would lead to inference that the workman was forced to sign a declaration but he did not sign. Besides, no such plea as taken in para 11 of claim statement is taken either in demand notice or in application under Section 17 of the Act 1955 before Assistant Labour Commissioner, Chandigarh. Further in para 6 of para-wise reply of replication, the workman has taken contradictory plea that none of the undertakings, if any, available with the management, are voluntarily and has been obtained under duress and under threat of transfer / termination. In the same para workman set up a new stand by pleading that management had taken signatures of the workman on plain paper and probably have been adjusted the said document against the undertakings. This plea of obtaining workman's signature on blank paper is neither taken in demand notice nor in the application under Section 17 to Assistant Labour Commissioner, U.T. Chandigarh nor in claim statement but for the first time in the replication to written statement. Not only this, the workman / AW1 when put to cross-examination by the management stated "*It is correct that Exhibit M-3 bears the signature in Sr. No.20 of Sajjan Dev this signature seems like my signature but I never signed on the 20J of the Majithia Wage Board.*" With the aforesaid statement, workman has disputed the signatures alleged to be of the workman at serial No.20 of the declaration under Clause 20(j) of the Majithia Wage Board recommendations / Exhibit 'M3'.

33. In this manner, the workman has taken contradictory pleas as under :-

1. His signatures were obtained on a list, and later on declaration under Clause 20(j) was added and that was misused to prepare as declaration.
2. His signatures were obtained under duress and threat on alleged declaration.
3. His signatures were obtained on blank paper.
4. He denied his signatures on declaration / Exhibit 'M3'.

34. All the aforesaid stands taken by the workman being self-contradictory are destructive to each other. As far as disputed signatures alleged to be of workman at serial No.20 of declaration / Exhibit 'M3' are concerned, the management has got compared the disputed signatures of the workman with his standard signatures from Forensic Expert - Abhishek Singh. The management examined Abhishek Singh - Forensic Expert as MW2. Workman / AW1 when put to cross-examination stated "*It is correct that my appointment has been made by the management in the capacity of sub-editor vide Exhibit WW-9. It is correct that vide Exhibit WW-9 signed by me and my signatures on red circle.*" AW1 in his cross-examination further stated "*It is correct that vide Exhibit WW-12 I wrote the letter to Ms Neetu Jha and I signed the document vide Exhibit WW-12 and It is correct that in the red circle my signature has been done by me.*" AW1 in his cross-examination further stated that "*It is correct that claim petition has been filed by me and also signed by me. It is correct that the signatures has been obtained by me in the claim petition and It is also correct that red circle identify the my signature.*" In this case, management on dated 03.08.2022 moved an application to seek specimen signatures of the workman, the application was contested by the workman by filing reply on 15.09.2022. The application was decided vide order dated 20.12.2022 wherein para 7 it was ordered as below :-

"7. In view of the reasons recorded above, the management is permitted to get compared the standard / admitted signatures of the workman i.e. signatures of the workman on the claim statement and signature of the workman encircled with red ink on his application dated 27.03.2018 with his disputed signatures at serial No.20 of Exhibit 'M3' from Forensic / Handwriting Expert. The Forensic / Handwriting Expert may obtain the photographs of the standard / admitted signatures and disputed signatures from the Court file during court hours in the presence of Ahlmaid after giving prior notice to learned representative for the opposite party mentioning therein the date and time of obtaining photographs, enabling the representative for opposite party to remain present at the time of obtaining photographs. The management is directed to furnish the name of the Forensic / Handwriting Expert before obtaining the photographs. The expenses for comparison of signatures will be borne by the management."

35. MW2 examined and compared the disputed signatures of workman D1 at serial No.20 of Exhibit 'M3' with his admitted signatures A1 to A3 (on cross-examination of workman recorded in the Court), A4 and A5 (on workman's affidavit Exhibit 'WW1/A' tendered by way of his examination-in-chief), A6 (page 11 of claim statement dated 31.01.2019) and specimen signatures S1 to S4 on specimen signatures sheet (specimen signatures obtained on 11.09.2023). MW2 vide his report dated 20.09.2023 / Exhibit 'MW2/1' supported with photocopies of documents having disputed, admitted and specimen signatures and photo-chart comparison of disputed, admitted and specimen signature, gave opinion as below :-

*"On the cumulative effect of all the above reasons, I am of the opinion that Disputed **D-1** signature written as '**Sajjan Dev**' has been written or executed by the writer (**Sajjan Dev**) of Admitted **A-1 to A-6** signatures and Specimen **S-1 to S-4** signatures. The photo charts are the part of my analysis, demonstration and opinion."*

36. In cross-examination of MW2 nothing material to be elicited has come on record to contradict the Expert Opinion / Exhibit 'MW2/1'. In cross-examination MW2 stated that he has compared the disputed signature of the workman Mark 'D1' with his admitted signatures Mark as A1 to A6 and specimen signatures Mark as S1 to S4. The admitted signature marked as A1 to A6 were not signed in his presence. The specimen signature Mark 'S1' to 'S4' were given by the workman in his presence. It is not possible to copy the ditto signatures of any person.

37. To my opinion, genuineness of signatures Mark 'A1 to Mark 'A6' being admittedly of the workman cannot be doubted. So far as specimen signature are concerned, the same are obtained from the workman in

compliance with the order of Court dated 20.12.2022. No doubt comparison of handwriting is not 100% perfect science. The careful perusal of the admitted signatures of the workman and its comparison with the disputed signatures Mark 'D1', does not reveal any difference or variation between the two and it can be safely concluded that the admitted and disputed signatures are of the same writer. There is nothing to deny the comparison report Exhibit 'MW2/1'.

38. The workman in order to take benefit under the Majithia Wage Board recommendations is proved to have willfully denied his signatures at Serial No.20 of Exhibit 'M3' in his cross-examination recorded in the Court. This version of workman / AW1 regarding denial of his signatures at Exhibit 'M3' is non-trustworthy. Workman / AW1 in his resignation letter / Exhibit 'WW12' has written his qualification as MA English, BA Honours English, BA (with Maths & Economics), B.Ed., PG Diploma in Journalism & Mass Communication). It does not appeal to the mind that a literate person or a person of ordinary prudence, would sign any blank document or any writing without knowing or going through the contents thereof. Consequently, Exhibit 'M3' is proved to have been signed by the workman exercising option to retain existing pay scale and emoluments, which is binding upon the workman.

39. The workman has denied the receipt of full & final payment. Learned Representative for the workman referred cross-examination of AW1 wherein he stated that no full & final payment has been given by the management till date. On the other hand, the management has taken the plea that the workman on resignation received full & final payment without any protest. To my opinion, the workman's plea of non-payment of full & final dues is devoid of merits because AW1 in his cross-examination stated that he has received his dues, gratuity, salary etc. from the office of Nai Dunia Raipur at Chhattisgarh. AW1 also admitted as correct that his salary was deposited by the management in his bank account earlier in OBC and now in Axis Bank. AW1 admitted as correct that whatever amount has been deposited is correct as per bank statement. AW1 admitted as correct that he has never made any representation from 11.11.2011 to 31.05.2017 for seeking the arrears as per the terms laid down in the Majithia Wage Board.

40. As far as *Judgment dated 22.04.2024 passed by the Hon'ble High Court Madhya Pradesh at Jabalpur in Misc. Petition No.5093 of 2022 between Dainik Bhaskar through its Authorised Representative Rajkumar Sahu and the State of Madhya Pradesh through Principal Secretary, Labour Department Mantralaya, Vallabh Bhawan, Bhopal (M.P.) & Others and connected Miscellaneous Petitions* is concerned, the Judgment dated 22.04.2024 of the Single Bench of Hon'ble High Court of Madhya Pradesh in Writ Petition No.5093 of 2022 and other connected Petitions has been stayed by the *Division Bench of Hon'ble High Court of Madhya Pradesh at Jabalpur in WA No.1083 of 2024 titled as Dainik Bhaskar Versus the State of Madhya Pradesh & Others*. As far as the Judgment dated 01.08.2022 in LPA No.1631/2019 passed by the Hon'ble High Court Patna is concerned, the Special Leave to Appeal (c) No.18502/2022 arising out of order dated 01.08.2022 in LPA No.1631/2019 passed by the Hon'ble High Court, Patna Bench is pending before the Hon'ble Supreme Court wherein Order dated 03.11.2023 has been passed by the Hon'ble Supreme Court which is reproduced as below :-

"Though through the application bearing IA 224532/2023 stay of the order dated 11.10.2023 in Writ-C No. 21964/2023 passed by the High Court of Judicature at Allahabad as also the subsequent order dated 02.11.2023 to deposit the amount is sought, there is no dispute at this juncture that the orders regarding which stay has been sought would not be sought for implementation since the special leave petitions itself can be listed for consideration. Hence, the order dated 11.10.2023 and 02.11.2023 of the High Court shall remain in abeyance."

41. In view of the reasons recorded above, the workman has failed to establish his claim / entitlement to the benefits of Majithia Wage Board recommendations.

42. Accordingly, issue No.1 is decided against the workman and in favour of the management. Issue No.3 is decided against the management and in favour of the workman.

Issue No. 2 :

43. Onus to prove this issue is on the management.

44. Learned Representative for the management argued that the applicant is claiming difference of arrears on the basis of Majithia Wage Board recommendations, which is not a pre-existing right. The proceedings under Section 17 of Act of 1955 and Section 33(C) of the ID Act are analogous to execution proceedings and the Labour Court cannot be called upon to compute in terms of money the benefit claimed by a workman, in the position of an Executing Court.

45. As far as question of pre-existing right is concerned, it would be apposite to go through Section 8 of the Act 1955, which is reproduced as below :-

"8. Fixation or revision of rates of wages.-{1} The Central Government may, in the matter hereinafter provided,-

- (a) fix rates of wages in respect of working journalists;*
- (b) revise, from time to time, at such intervals as it may think fit, the rates of wages fixed under this section or specified in the order made under section 6 of the Working Journalists (Fixation of Rates of Wages) Act, 1958 (29 of 1958).*

(2) The rates of wages may be fixed or revised by the Central Government in respect of working journalists for time work and for piece work."

46. In view of the aforesaid provision there is pre-existing right in favour of the workman to seek wages as revised by the Central Government. Here in this case the workman is claiming the wages as revised by the Central Government by notification dated 11.11.2011.

47. It is further argued by Learned Representative for the management that the present statement of claim is not maintainable being not in conformity with Rule 36 of The Working Journalists (Conditions Of Service) and Miscellaneous Provisions Rules, 1955 and Section 17 of Act 1955. The present claim is not filed in prescribed form 'C' of the Act 1955.

48. To my opinion, the above-mentioned arguments advanced by Learned Representative for the management is devoid of merits because Form 'C' under Rule 36 of The Working Journalists (Conditions Of Service) and Miscellaneous Provisions Rules, 1955, prescribed the application under Section 17(1) of the Act 1955. From perusal of Section 17(1) of the Act 1955 it is clear that this provision is of the nature of execution and would apply only in those cases where there is no dispute about the amount which is due from an employee but when it appears that the workman has raised demand notice before the Assistant labour Commissioner, and it is found that there is a dispute between the parties which cannot be adjudicated under Section 17(1) of the Act 1955, therefore, the same was forwarded to the Appropriate Government. In the present case, from the reference order dated 13.07.2018 passed by the Secretary Labour, Chandigarh Administration it is made out that the Central Government was of the opinion that an industrial dispute existed between workman Sajjan Dev and Jagran Prakashan Pvt. Ltd., therefore the Secretary Labour, Chandigarh Administration by invoking Section 10(1)(c) of the ID Act made a reference under Section 17(2) of the Act 1955 to the Industrial Tribunal-cum-Labour Court, U.T. Chandigarh. The exercise of power under Section 10(1)(c) of the ID Act would not

take out the reference out of the purview of Section 17(2) of the Act 1955. Keeping in view the fact that there exists a dispute regarding wages between the parties, thus the present case does not fall within Section 17(1) of the Act 1955 but it falls under Section 17(2) of the Act 1955 and is duly maintainable.

49. Accordingly, this issue is decided against the management and in favour of the workman

Relief :

50. In the view of foregoing finding on the issue No.1 above, this industrial dispute reference is declined and answered against the workman. Appropriate Government be informed. File be consigned to the record room.

(Sd.) . . .

(JAGDEEP KAUR VIRK),
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB0152

Dated : 18.10.2024.

Secretary Labour,
Chandigarh Administration.

CHANGE OF NAME

I, Kirti W/o Rahul Rishi R/o # 580, Sector 20-A, Chandigarh, changed my name to Kirti Rishi.

[1871-1]

I, Pallvi D/o Kapil Kumar W/o Sahil Sehgal R/o House Number 2082/1, Sector 37-C, Chandigarh, have changed my name to Pallvi Sehgal after marriage.

[1872-1]

I, Ramesh S/o Parkash R/o # 723/6, Phase-3, Bapu Dham Colony, Sector-26, Chandigarh, declare that my father's name in my Driving licence No CHO120000392351 wrongly mentioned as SH Parkash but the correct name is Parkash for all purposes.

[1873-1]

I, Tina D/o Sh. Rajbir Singh R/o House No. 1266, Phase-1, Ram Darbar, Chandigarh, have changed my name to Tina Ghavri.

[1874-1]

I, Bhushan Basra W/o Ramesh Lal, # 3232/2, Sector 40-D, Chandigarh, have changed my name to Bhushan Devi.

[1875-1]

I, Keshana W/o Kamlesh R/o House No. 61-B, Small Flats, Mauli Jagran, Chandigarh, have changed my name from Keshana to Suman.

[1876-1]

I, Sharda Devi W/o Anil kumar R/o House No 336, Sector 9-D, Chandigarh, have changed my name from Sharda Devi to Jasmeet.

[1877-1]

मैं, Baby Devi पत्नी Balmiki Mahto # 186- एफ, जिंजर होटल रोड, सजंय लेबर कॉलोनी चंडीगढ़, ने अपना नाम बदलकर Baby रख लिया है।

[1878-1]

I, Chhote Lal S/o Maharaj Deen # 6590-A, Sector 56, Palsaura, Chandigarh, have changed my name to Chotte Lal.

[1879-1]

I, Parveen S/o Ram Singh # 2000, Faidan Nizampur Chandigarh, have changed my name to Parveen Kumar.

[1880-1]

"No legal responsibility is accepted for the contents of publication of advertisements/public notices in this part of the Chandigarh Administration Gazette. Persons notifying the advertisements/public notices will remain solely responsible for the legal consequences and also for any other misrepresentation etc."